

MLS # _____

NEW JERSEY RESIDENTIAL LISTING AGREEMENT - SALE/LEASE

Exclusive Listing Agreement dated: 01/04/2022 _____ **between**
Seller: Rosa Davila and Porfirio Davila Jr _____
Seller's Address: 21 Eggert Crossing Road, Lawrence Township, NJ 08648 _____ **and**
Broker(Agency): RE/MAX Tri County _____
Agency Address: 2275 Hwy. 33, Suite 308, Hamilton Square, NJ 08690 _____
Agency Phone: 609-587-9300 _____

1) In consideration of BROKER listing and attempting to obtain a purchaser or tenant for SELLER'S property known as: 21 Eggert Crossing Road, Lawrence Township, NJ 08648 _____ **the SELLER appoints**
BROKER exclusive agent and gives BROKER the sole and exclusive right to sell the property for \$399,900
or for any other price and any terms to which the SELLER may consent; to lease or rent at an annual rate of
\$ _____, from this date until 07/04/2022 and authorizes the BROKER to place BROKER'S
"For Sale", or "For Lease", and "Pending/ Under Contract" on the property, removing all others, and to take any other
reasonable actions to sell or lease the property.

2) MULTIPLE LISTING SERVICE

A) Submission: BROKER will electronically input or deliver this Agreement and the MLS Property Profile Form to BRIGHT and/or _____ MLS, within forty eight (48) hours of the effective date of the listing, after all necessary signatures of SELLER have been obtained and the listing term has begun. BROKER is required to electronically input or deliver to BRIGHT or other MLS provider within three (3) business days, all changes of status to this Agreement, including the reporting of Under Contract, Pending Contract, Settled (including sale price), Withdrawn or Temporarily Withdrawn. Any change in listing price or other change in the original Agreement shall be made only when authorized, in writing, by the SELLER.

B) Listing of Address and Display of Property on the Internet:

1. Seller ☒ Does authorize ☐ Does not authorize the listed Property to be displayed on the Internet.
2. Seller ☒ Does authorize ☐ Does not authorize the address of the listed Property to be displayed on the Internet.

Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.

C) Virtual Office Web Site(s): There are many ways of marketing Properties electronically. Some brokers may use a method called a virtual office web site (also known as a VOW), which is governed by specific rules and policies. The Seller has the right to control some elements of how the Property is displayed on a virtual office web site. If the Seller has authorized "B" above to have Property displayed on the Internet, Seller elects to have the following features disabled or discontinued for Seller's listing on a virtual office web site (check all that apply):

- ☐ Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Seller's listing.
- ☐ Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with the Seller's listing.


D) MLS Communication: Listing broker shall communicate to the MLS all of Seller's elections made in "B" & "C" above.


3) COMMISSION ON SALE OR LEASE: Seller agrees to pay BROKER a commission of 3% _____
if the sale of this property, or any part of it, is made by BROKER or any cooperating AGENT, or
by SELLER or any person during the term of this Agreement, which commission shall be payable at final settlement. If the
premises are rented, the SELLER agrees to pay the listing BROKER a commission of _____
and a commission of _____ on each renewal of the lease. If during such tenancy, the tenant
at any time purchases the real estate, a commission of _____ shall be paid to the listing BROKER by
the SELLER. **As Seller You Have The Right To Individually Reach An Agreement On Any Fee, Commission Or Other
Valuable Consideration With Any Broker. No Fee, Commission Or Other Consideration Has Been Fixed By Any
Governmental Authority Or By Any Trade Association Or Multiple Listing Service.** Nothing herein is intended to prohibit
an individual BROKER from establishing a policy regarding the amount of fee, commission, or other valuable consideration to
be charged in transactions by the BROKER.

Initials Listing Agent _____


01/04/22
10:31 AM EST
dotloop verified

Initials Seller(s) _____


01/04/22
11:03 AM EST
dotloop verified


01/04/22
11:06 AM EST
dotloop verified

4) **BROKER PROTECTION:** A brokerage fee shall be paid if the property becomes subject to a written agreement of sale by the buyer and seller or their designees or is sold, conveyed, leased, or in any way transferred within 180 days after the termination or expiration of this Agreement, or any extension of it, to anyone to whom the BROKER has represented this property before final termination or expiration, provided SELLER has received written notice including the names of prospective Buyers before or upon termination or expiration of this Agreement or any extension of it. However, this protection does not apply if the property is subsequently listed with another real estate broker at the time of sale.

5) **OTHER OBLIGATIONS OF SELLER:** SELLER agrees to refer to BROKER every person who contacts SELLER directly during the term of this Agreement concerning this listing or the sale or lease of this property and to direct that all negotiations for the sale or lease shall be made through the BROKER named in this Agreement.

SELLER shall cooperate with BROKER in affording any prospective Buyer the opportunity of a full inspection of this property. SELLER states that they are the only owners of this property, that they have the legal right to list and sell it, and that they can and will sign those documents required to transfer good title at final settlement. SELLER states that the information given and listed on this Agreement and the MLS Property Data/Profile Form is complete and correct and will reimburse BROKER for any expense and/or loss resulting from relying on incomplete or incorrect information. SELLER states that their attention has been called to the Memorandum of the Attorney General regarding discrimination printed on the reverse side of this Agreement, and that they have read and received a copy of the Agreement and the MLS Property Profile Form. There are no agreements or conditions other than those stated in this Listing Agreement.

6) **Real Estate Relationships:** I, Rafael Rodriguez (Name Of Licensee)
As An Authorized Representative Of RE/MAX Tri County (Name Of Firm),
Intend, As Of This Time, To Work With You As A: (Indicate One)

- ☐ Seller's/Landlord's (Circle One) Agent Only
☒ Seller's/Landlord's (Circle One) Agent And Disclosed Dual Agent If The Opportunity Arises
☐ Seller's/Landlord's (Circle One) Agent On Properties On Which This Firm Is Acting As The Seller's Agent And Transaction Broker On Other Properties.
☐ Transaction Broker Only

7) **COMMISSION SPLITS:** LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT."

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF 2% MINUS -100 TO POTENTIAL COOPERATING FIRMS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

☒ ☐
8) Seller/Landlord (Circle One) Authorizes The Listing Broker To Cooperate And Share Compensation With:

(A) Subagents ☒ Yes ☐ No; (B) Buyer Brokers ☒ Yes ☐ No; (C) Transaction Brokers ☐ Yes ☒ No.

Listing Broker Offers The Following Commission To Subagents: 2%-100 Buyer Brokers: 2%-100 Transaction Brokers:

9) **CONSUMER INFORMATION STATEMENT:** By signing this agreement Sellers/Landlords (CIRCLE ONE) acknowledge that they received the Consumer Information Statement on New Jersey Real Estate Relationships.

Initials Listing Agent

RR
01/04/22
10:31 AM EST
dotloop verified

Initials Seller(s)

RD
01/04/22
11:03 AM EST
dotloop verified

PDJ
01/04/22
11:06 AM EST
dotloop verified

- 10) **EXCLUSIONS:** Any equipment and /or extras listed on the attached MLS Property Profile Form are included in the sale price unless otherwise specified. The following items are specifically excluded:

- 11) **BINDING ON SUCCESSORS:** SELLER understands that the authority conferred upon the BROKER by this Agreement cannot be withdrawn during the term of this Agreement and shall be binding upon the heirs, executors, administrators, personal representatives, and assigns of the SELLER.

- 12) **OTHER CONTRACT PROVISIONS:** _____

- 13) **SELLER PROPERTY DISCLOSURE:** A SELLER-prepared property disclosure form IS/IS NOT (circle one) available for review by prospective Buyers. ☒ ☐

14) **ADDITIONAL SALES TERMS:**

- A) **Bank Owned / REO** ☐ Yes ☒ No A Property owned by a bank or other lender (collectively, a "Lender") may have been acquired through a foreclosure sale.
- B) **Third Party Approval** ☐ Yes ☒ No A Lender must approve the sales price and the amount or rate of commission because the owners do not have the resources to satisfy the outstanding mortgage and other liens, if any.
- C) **Short Sale** ☐ Yes ☒ No The proceeds will fall short of what the Seller still owes on the outstanding mortgage and other liens, if any.

- 15) **LOCKBOX AUTHORIZATION:** Supra Electronic Lockbox ☒ Yes ☐ No Combination Lockbox ☒ Yes ☐ No

SELLER authorizes BROKER to place a Supra Electronic or Combination Lockbox (as checked above) at the property.

SELLER acknowledges that the main differences between Supra Electronic and Combination Lockboxes are as follows:

(a) a Supra Electronic Lockbox requires a special registered electronic key to open the lockbox and release the shackles, allows viewing of showing agent's name and phone number, is capable of receiving showing notice and e-mail when opened, allows viewing of showing activity details on Supra Web, and can be set to control lockbox access hours; and

(b) a Combination Lockbox does not require a special registered electronic or any other type of key to open, its combination is set by the listing agent of the BROKER and is given to other showing agents, does not record the showing agent's name and phone number or when the lockbox is opened, and cannot be set to control access hours.

SELLER further acknowledges and agrees that Supra Electronic or Combination Lockboxes may be compromised or circumvented resulting in personal injury or property damage or loss by burglary or otherwise. BROKER and associates of the BROKER are not insurers against personal injury or property damage or loss incurred by SELLER or others at the property and SELLER is advised to safeguard or remove valuables now located within the property and to verify the existence of or obtain insurance through an insurance agent of SELLER's choice against the risks of personal injury or property damage or loss of personal property.

If a tenant(s) occupies the property, then SELLER will obtain the tenant(s)' consent to this authorization on the attached Exhibit A.

SELLER hereby releases and agrees to indemnify, defend and hold BROKER harmless from and against any and all claims or losses arising from or in connection with the use of the Supra Electronic or Combination Lockbox at the property.

16) **THIS IS A LEGAL BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

To indicate their agreement, the SELLER and AGENT and/or BROKER have completed and signed this contract. All parties necessary to legally convey the property must sign.

DO NOT SIGN THIS LISTING AGREEMENT UNLESS PROPERLY DATED.

LISTING AGENT: Rafael Rodriguez dotloop verified
01/04/22 10:31 AM EST
L5FF-LYNL-V2RH-7PQK

Date Signed: _____

SELLER: Rosa Davila dotloop verified
01/04/22 11:03 AM EST
6JTW-VP3R-E9BU-DTBO

Date Signed: _____

E-Mail Address: rosa6378@gmail.com

Cell Phone: _____

SELLER: Porfirio Davila Jr dotloop verified
01/04/22 11:06 AM EST
QW6-RQJA-9FOL-SATY

Date Signed: _____

E-Mail Address: porfiriorosadavila@yahoo.com

Cell Phone: _____

Home Phone: _____

Appointment Phone: _____



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
31 CLINTON STREET, 3RD FLOOR
NEWARK, NJ 07102

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

GURBIR S. GREWAL
Attorney General

RACHEL WAINER APTER
Director

TO: Property Owners

FROM: Gurbir S. Grewal, Attorney General, State of New Jersey
Rachel Wainer Apter, Director, NJ Division on Civil Rights

DATE: October 7, 2020

SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission (REC) requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (LAD).

Under the LAD, it is illegal to discriminate against a prospective or current buyer or tenant because of actual or perceived race, national origin, religion, gender, gender identity or expression, marital status, civil union status, domestic partner status, affectional or sexual orientation, familial status, pregnancy or breastfeeding, physical or mental disability, or liability for service in the Armed Forces of the United States. It is also illegal to discriminate against a prospective or current buyer or tenant because of any source of lawful income to be used for rental or mortgage payments. Source of lawful income includes Section 8 housing choice vouchers, SRAP (State Rental Assistance Programs), and TRA (temporary rental assistance). It is also illegal to make, print, or publish any statement, including print advertisements and online postings, expressing any preference, limitation, or discrimination based on any of those protected characteristics.

The LAD applies to a wide range of activities, such as advertising, selling, renting, leasing, subleasing, assigning, and showing property (including open land). Here are some issues that come up frequently in enforcing the LAD:

- The prohibition on discrimination based on source of lawful income means, for example, that a landlord cannot reject a prospective tenant because they intend to pay with a Section 8 housing choice voucher, State Rental Assistance Program (SRAP), temporary rental assistance (TRA), or any other subsidy or voucher provided by federal, state, or local rental-assistance programs. A housing provider cannot advertise a property in any way that discriminates based on source of lawful income, including by posting advertisements that state, directly or indirectly, a refusal to accept, or express any limitation on, vouchers or subsidies. For example, advertisements that state "No Section 8," "TRA not accepted," or "This property not approved for Section 8" violate the LAD. In addition, housing providers must calculate any minimum income requirement, financial standard, or income standard based only on the portion of the rent to be paid by the tenant, rather than the entire rental amount.



www.njcivilrights.gov

New Jersey is an Equal Opportunity Employer · Printed on Recycled Paper and Recyclable

CIVIL RIGHTS

- The LAD prohibits bias-based harassment in housing, including sexual harassment. If a tenant is being subjected to bias-based harassment that creates a hostile environment, and if the housing provider knew or should have known about it, the housing provider must take reasonable steps to stop it. That includes harassment by other tenants and by a housing provider's agents or employees. "Quid pro quo" sexual harassment—for example, where a building superintendent demands sex or sexual favors as a condition of making necessary repairs—is also prohibited.
- Housing providers must reasonably accommodate tenants with disabilities unless doing so would be an undue burden on their operations. For example, if a tenant shows they have a disability and that keeping an emotional support animal is necessary to afford them an equal opportunity to use and enjoy the dwelling, the housing provider must permit the emotional support animal, even despite a "no pets" policy, unless they can show that doing so would be an undue burden.
- A "no pets" rule cannot be enforced against a person with a disability who has a service or guide animal. A landlord may also not charge a tenant with a disability an extra fee for keeping a service or guide animal.
- Landlords must permit a tenant with a disability—at that tenant's own expense—to make reasonable modifications to the premises if such modifications are needed to give the tenant an equal opportunity to use or enjoy the dwelling.
- The LAD prohibits discrimination based on "familial status"—for example, discrimination against families with children under the age of 18 and pregnant women. Landlords similarly cannot use unreasonable occupancy restrictions to prevent families with children from moving in.
- Selectively inquiring about, or requesting information about and/or documentation of, a prospective tenant's or buyer's immigration or citizenship status because of the person's actual or perceived national origin, race, or ethnicity, or otherwise discriminating on such a basis, is a violation of the LAD.
- As explained in the U.S. Department of Housing and Urban Development's April 2016 Guidance document, because of widespread racial and ethnic disparities in the criminal justice system, blanket policies that make all individuals with any prior arrest or criminal conviction ineligible to rent violate fair housing laws because they have a disproportionate impact based on race or national origin and are not supported by a legitimate business necessity. And housing providers may not use criminal history as a pretext for intentionally discriminating based on race or national origin (for example, by applying criminal-record based restrictions against Black housing applicants but not white housing applicants).

Penalties. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$50,000 for two or more violations within seven years.

Other remedies. Victims of discrimination may recover economic damages related to the discrimination (such as having to pay higher rent for another unit), as well as damages for emotional distress, pain, and humiliation. In more egregious cases, a victim may also recover punitive damages.

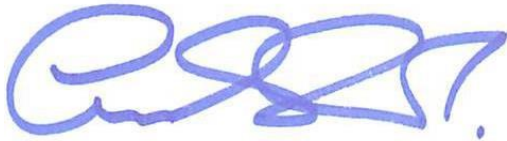
Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer they receive on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the LAD as well as general real estate laws of the State and the Commission's own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to

discriminate on any basis prohibited by the LAD.

Exemptions. The sale or rental of property (including open land), whether for business or residential purposes, is covered by the LAD, subject to the following exemptions. Note that when an LAD exemption applies, other civil rights laws may nonetheless prohibit discrimination.

- The LAD does not apply to the rental of one unit in a two-family dwelling if the owner occupies the other unit, or to the rental of a room or rooms in a one-family owner-occupied dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please visit www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. DCR has a number of fair housing fact sheets that are available at <https://www.nj.gov/oag/dcr/housing.html>. Thank you.



Gurbir S. Grewal
Attorney General



Rachel Wainer Apter
Director, Division on Civil Rights